

REMARKS/ARGUMENTS

Claims 1, 4-6, and 9-57 are pending in the application. Claims 1, 4-6, and 9-57 are rejected as obvious under 35 U.S.C. 103(a).

Claim Rejections - 35 U.S.C. § 103

Claims 1, 4, 9-16, 38-41, and 50-57 stand rejected under 35 U.S.C. § 103(a) as obvious over Saville, “Defining Convergent Billing & Customer Care”, in view of Martin, “Checkfree-Integrion Team to Absorb Visa’s Epay”; claims 5 and 6 stand rejected under 35 U.S.C. § 103(a) as obvious over Saville and Martin in further view of “ECTC Enters Wholesale Bill Presentment Arena”; and claims 17-37 and 42-49 stand rejected under 35 U.S.C. § 103(a) as obvious over Saville and Martin in further view of Smorodinsky (U.S. 6,049,786). The rejection is respectfully traversed and reconsideration is requested.

There is no motivation to modify Saville in view of Martin and/or ECTC and/or Smorodinsky, and the proposed modification lacks one or more limitations recited in each of independent claims 1, 50, and 54-57 in at least the following respects:

- Saville fails to teach or suggest receiving account data electronically from time-to-time from billers and acquiring ownership of the receivables associated with the account data upon receipt of the account data from the billers and wherein at least one of the accounts is a recurring bill account as claimed in independent claims 1, 50, and 54-57. On the contrary, according to the Examiner, Saville teaches “the benefits of convergent billing—a single consolidated bill” “for combined power, light and telephone services” “to make the customer the one liable for the receivables (or debt) directly to each of the billers”. See, e.g., Office Action mailed 5/26/05, p. 2, line 22-p. 3, line 23.
- The Examiner’s broad conclusory statement that “It is obvious that the billers [in Saville] would have viewed it as a positive thing for them to quickly

transfer ownership of the receivables (or debt) to the Service Provider and let them be the one who collects from the customer over time” is unsupported by anything in Saville and is, in fact, directly contradicted by the Examiner’s further statement that “The Saville system instead was silent with regards to this feature [i.e., “acquiring ownership of receivables represented by the account data by the service provider under contractual arrangements with the plurality of billers upon receipt of the account data.”] See, e.g., Office Action mailed 5/26/05, p. 3, line 18-p. 4, line 6.

- Martin is likewise devoid of any teaching or suggestion of receiving account data electronically from time-to-time from billers and acquiring ownership of the receivables associated with the account data upon receipt of the account data from the billers and wherein at least one of the accounts is a recurring bill account as claimed in independent claims 1, 50, and 54-57. Instead, Martin announces CheckFree’s use of VISA’s ePay electronic bill payment feature with “direct debit and settlement features” that allows consumers “to order the payment today and, when they look at their account tomorrow, it’s paid”. See, e.g., Martin, 2nd Column, lines 3-9. Moreover, according to Ceme, “Checkfree, VISA Launch Payment Service” cited but not applied by the Examiner, VISA’s ePay debit and settlement feature simply “offers the ability to electronically debit money from a customer’s account and pass it on to a biller’s bank.” Thus, it is readily apparent that Martin merely teaches the, by now, well known debit card system in which the customer’s account is debited during a transaction before authorizing the transaction with a merchant.
- Further, the Examiner’s statement that “it would have been obvious...to modify the Seville [sic] method to perform the additional step of; ‘acquiring ownership of receivables represented by the account data by the service provider under contractual arrangements with the plurality of billers upon receipt of the account data’ as taught by Steven Martin because to do so would have quickly freed up working capital and would have helped billers with their cash flow” completely mischaracterizes the teaching of Martin, for example, in

that there is no receivable to acquire in Martin. On the contrary, according to Martin, the “guaranteed good funds” come from debiting the customer’s account direct and electronically sending the debited funds to the biller’s bank in what is, in fact, a cash transaction.

- Likewise, ECTC is devoid of any teaching or suggestion of receiving account data electronically from time-to-time from billers and acquiring ownership of the receivables associated with the account data upon receipt of the account data from the billers and wherein at least one of the accounts is a recurring bill account as claimed in independent claims 1, 50, and 54-57. Instead, ECTC merely announces a proposal to develop an electronic payments system six months in the future that has nothing to do with acquiring receivables, but likewise proposes “guaranteed funds” using “a real-time payment system”, i.e., a cash transaction.
- Nor does Smorodinsky teach or suggest receiving account data electronically from time-to-time from billers and acquiring ownership of the receivables associated with the account data upon receipt of the account data from the billers and wherein at least one of the accounts is a recurring bill account as claimed in independent claims 1, 50, and 54-57. On the contrary, Smorodinsky focuses on an electronic bill presentment and payment system that employs hashes and digital signatures to avoid cheating by billers and/or customers, and which has nothing to do with combined billing or acquiring ownership of receivables associated with the account data upon receipt of account data electronically from the billers. See, e.g., Smorodinsky, Col. 4, lines 1-52.
- Neither do any of the references cited but not applied by the Examiner teach or suggest receiving account data electronically from time-to-time from billers and acquiring ownership of the receivables associated with the account data upon receipt of the account data from the billers and wherein at least one of the accounts is a recurring bill account as claimed in independent claims 1, 50, and 54-57.

Consequently, Saville and/or Martin and/or ECTC and/or Smorodinsky, either separately or in combination with one another, do not recite the required combination of limitations of amended independent claims 1, 50, and 54-57, that propose, e.g., receiving account data electronically from time-to-time from billers and acquiring ownership of the receivables associated with the account data upon receipt of the account data from the billers and wherein at least one of the accounts is a recurring bill account.

Because the cited references, either alone or in combination with one another, do not teach the limitations of independent claims 1, 50, and 54-57, the Examiner has failed to establish the required *prima facie* case of unpatentability. See, In re Royka, 490 F.2d 981, 985 (C.C.P.A., 1974) (holding that a *prima facie* case of obviousness requires the references to teach all of the limitations of the rejected claim); See, also MPEP §2143.03. Similarly, the Examiner has failed to establish a *prima facie* case of unpatentability for claims 4-6 and 9-49 that depend on claim 1 and claims 51-53 that depend on claim 50 and which recite further specific elements that have no reasonable correspondence with the references.

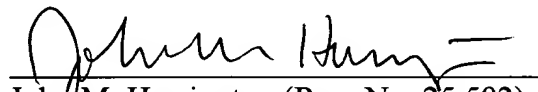
Conclusion

In view of the foregoing amendment and these remarks, each of the claims remaining in the application is in condition for immediate allowance. Accordingly, the examiner is requested to reconsider and withdraw the rejection and to pass the application to issue. The examiner is respectfully invited to telephone the undersigned at (336) 607-7318 to discuss any questions relating to the application.

Respectfully submitted,

Date:

11/28/05



John M. Harrington (Reg. No. 25,592)
for George T. Marcou (Reg. No. 33,014)

Kilpatrick Stockton LLP
607 14th Street, NW, Suite 900
Washington, DC 20005
(202) 508-5800